

DOCUMENT RESUME

ED 290 413

HE 021 128

TITLE Collective Bargaining Agreement between New York Institute of Technology and the Council of Metropolitan Old Westbury (Including Central ISLIP) Chapters of the American Association of University Professors at the New York Institute of Technology.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; New York Inst. of Tech., Old Westbury.

PUB DATE 1 Sep 86

NOTE 43p.; Portions contain marginally legible print. Best copy available.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.

DESCRIPTORS Academic Freedom; Academic Rank (Professional); *Collective Bargaining; *College Faculty; *Contracts; Employment Practices; Faculty Promotion; Fringe Benefits; Grievance Procedures; Higher Education; Insurance; Leaves of Absence; Personnel Policy; Reduction in Force; Teacher Employment Benefits; Teacher Retirement; Teacher Salaries; Tenure; Unions

IDENTIFIERS *AAUP Contracts; American Association of University Professors; Disability Payments; Faculty Reappointment; *New York Institute of Technology; Tuition Benefit Programs; Union Dues; Union Rights

ABSTRACT

The collective bargaining agreement between New York Institute of Technology and the Council of Metropolitan and Old Westbury chapters of the American Association of University Professors (AAUP) covering the period September 1, 1986 until August 31, 1992 is presented. Items covered in the agreement include: definitions and recognition of AAUP; Institute rights; AAUP rights; deduction of professional dues, fees, and assessments; guarantee of rights; salaries; fringe benefits; correlation of professional staff job classifications with equivalent faculty ranks; academic criteria for appointment and promotion; procedures for appointment, reappointment, and promotion; academic freedom and tenure; reduction in force; academic senate; academic organization; grievance and arbitration procedures; work or business interruption; exchange of information; and faculty resignation. (SW)

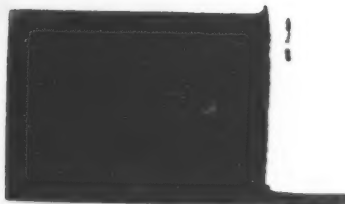
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AGREEMENT

entered into between
NEW YORK INSTITUTE OF TECHNOLOGY
and
THE COUNCIL OF METROPOLITAN AND
OLD WESTBURY (INCLUDING
CENTRAL ISLIP) CHAPTERS OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS AT THE
NEW YORK INSTITUTE OF TECHNOLOGY
SEPTEMBER 1, 1988, UNTIL AUGUST 31, 1992



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NEW YORK INSTITUTE OF TECHNOLOGY
and
THE COUNCIL OF METROPOLITAN
AND OLD WESTBURY (INCLUDING CENTRAL ISLIP)
CHAPTERS
of the
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
at
THE NEW YORK INSTITUTE OF TECHNOLOGY

September 1, 1986, until August 31, 1992

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AGREEMENT entered into this 11th day of October, 1987 between NEW YORK INSTITUTE OF TECHNOLOGY and THE COUNCIL OF METROPOLITAN AND OLD WESTBURY (INCLUDING CENTRAL ISLIP) CHAPTERS OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS AT THE NEW YORK INSTITUTE OF TECHNOLOGY.

WITNESSETH:

WHEREAS, the intent and purpose of this Agreement are to provide to the College's student body career-oriented collegiate education at reasonable costs consistent with instruction and guidance of excellent quality, thus moderating the growing economic burden on students and their families, and to promote increasingly high standards of academic achievement in every phase of the College's special mission in higher education, and

WHEREAS, the intent and purpose of this agreement are to promote and improve the quality and effectiveness of education at the College, the parties to this Agreement concur that these objectives can be materially achieved through the amicable adjustment of matters of mutual interest through the establishment of basic understandings relating to personnel policies, practices and procedures, and matters affecting other conditions of employment relating to wages and hours, and

WHEREAS, it is recognized by the parties that mutual benefits are to be derived from a continual improvement in the position of the College as an institution of higher learning, that the faculty is expected to advise in developing educational programs and make recommendations to the President of the College, it being understood that final decisions on all such matters are solely within the jurisdiction of the Board of Trustees of the College.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

(i) "Board" means the Board of Trustees of the New York Institute of Technology.

(ii) "Council" means the New York Institute of Technology Council of Metropolitan and Old Westbury (including Central Islip) Chapters of the American Association of University Professors.

(iii) "Chapter" means the Metropolitan or the Old Westbury (including Central Islip) Chapter of the American Association of University Professors.

(iv) "College" means the New York Institute of Technology.

(v) "Chancellor" means the Chancellor of the College.

(vi) "President" means the President of the College.

(vii) "Provost" means the Provost and Executive Vice President.

(viii) "Academic Vice President" means the Senior Vice President for Academic Affairs.

(ix) "Dean" means administrative leader of an academic unit encompassing a single or several disciplines.

(x) "Academic Officers" means the Chancellor, the President, The Executive Vice President, the Academic Vice President, Deans, Directors, Associate Deans, and persons, other than members of the bargaining unit, appointed by the Board or the President whose primary functions are administrative and supervisory.

(xi) "Regular full-time members of the instructional and research faculty" in a presently established academic school means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of the Agreement, who teach and/or do research and who are not regular part-time members of the academic staff.

(xii) "Regular part-time members of the instructional and research faculty" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, who teach and/or do research and who are not regular full-time members of the instructional and research faculty or members of the academic staff, and who have taught a minimum of 12 ELH per academic year at the College for three (3) consecutive years or more.

(xiii) "Faculty" means all regular full-time and regular part-time members of the instructional and research faculty.

(xiv) "Regular full-time members of the academic-ranked professional staff" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the

Office of Records and Admissions, and of the Office of Student Services who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular part-time members of the academic-ranked professional staff.

(xv) "Regular part-time members of the academic-ranked professional staff" means all persons represented for purposes of collective bargaining by the Council, as defined in Article II (Recognition) of this Agreement, including members of the professional staff of the Library, of the Office of Records and Admissions, and of the Office of Student Services who are not regular full-time or regular part-time members of the instructional and research faculty and who are not regular full-time members of the academic-ranked professional staff, and who have worked at least twenty (20) hours per week at the College for three (3) consecutive years or more.

(xvi) "Professional Staff" means all regular full-time and regular part-time members of the academic-ranked professional staff.

(xvii) Research center staff who do not hold faculty rank shall be excluded from this bargaining unit.

(xviii) Faculty and staff of the New York College of Osteopathic Medicine and the faculty and staff of the Center for Culinary Arts are excluded from this bargaining unit.

(xix) "Continuous service" means teaching a full load during both the fall and spring semesters of each academic year counted. Sabbatical leaves and authorized leaves of absence are credited toward continuous service.

ARTICLE II

RECOGNITION

The College recognizes the Council as the collective bargaining representative for all full-time and regular part-time members of the instructional and research faculty in the presently established academic schools in the various ranks of instructor, assistant professor, associate professor, professor, chair, lecturer, professional staff specialists and related adjunct titles, including the members of the professional staff of the Library, of the Office of Records and Admissions, and of the Office of Student Services who hold such faculty rank, employed by New York Institute of Technology at its campuses located at Nassau County, Suffolk County, and New York County, excluding those members of the faculty whose primary functions are administrative and supervisory, such as the

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Chancellor, the President, Vice Presidents, Deans, Directors, Associate Deans, office-clerical employees, technical, service, maintenance and operations employees, research center staff who do not hold faculty rank, and all other job classifications.

ARTICLE III

COLLEGE RIGHTS

The Council recognizes the right of the College, through its Board of Trustees and its duly designated representatives, to direct the faculty and to direct and control the operation and administration of the College, to introduce new or improved methods, techniques, and programs of teaching, and in all respects to carry out the ordinary and customary functions of management, and to establish and maintain reasonable operating rules and regulations concerning collective bargaining members.

ARTICLE III-A

COUNCIL RIGHTS

1. The Council shall have the right to conduct official AAUP business such as meetings and conferences on the property of the College at reasonable times, provided that this will not interfere with or interrupt normal College operations.

2. The Council shall have the right to use reasonably the College's facilities, equipment, and services. Reasonable office space will be provided for the Council to conduct its official business at each campus.

3. The Council shall have the right to use certain existing bulletin boards for the publication of official notices of AAUP activities.

ARTICLE IV

CHAPTER MEMBERSHIP

1. As a condition of continued employment, all members of the bargaining unit who are members of the Chapter on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members of the Chapter in good standing.

2. As a condition of continued employment, on or after the thirty-first (31st) day following the date of execution of this Agreement, or the commencement of employment,

whichever is later, all members of the bargaining unit who are not members of the Chapter and all members of the bargaining unit employed thereafter shall become and remain members of the Chapter in good standing, except that any member of the bargaining unit who objects, for reasons of conscience, to becoming a member of the Chapter shall not be required to become a member of the Chapter if he/she so informs the President of his/her Chapter, in writing, on or before the thirtieth (30th) day following the date of execution of this Agreement, or the commencement of employment, whichever is later, provided that bargaining unit member who does not become a Chapter member shall make a contribution ("alternative charitable contribution") in an amount equal to the dues payment made by a Chapter member to a charitable organization from a list of such organizations provided by the Chapter or other charity mutually agreed to by the Chapter and the bargaining unit member. A copy of the written objection shall be sent to the College by the President of the Chapter.

ARTICLE V

DEDUCTION OF PROFESSIONAL DUES, FEES, AND ASSESSMENTS

1. Upon appropriate written authorization, the College agrees to deduct the dues, fees, and assessments of members of the Chapter levied in accordance with the Constitution and Bylaws of the Chapter or alternative charitable contribution in the amount certified by the Treasurer of the Council from the salary paid to each member of the bargaining unit. It is the responsibility of the Chapter to obtain such written authorization cards from the members.
2. Authorized deductions of dues, fees, assessments, and/or alternative charitable contribution shall be made from each payroll check and within ten (10) days thereafter, these deductions shall be remitted to the Treasurer of the Council or appropriate charity. The Treasurer of the Council shall be furnished with a list of names of those members of the bargaining unit, if any, for whom dues, fees, and/or assessments have not been deducted.
3. The Council shall hold the College harmless in the event of litigation involving the applicability and/or enforcement of Article IV and/or Article V, and shall share equally in the cost of any such litigation and cost of any claims that may result, including costs of the counsel for the College.

ARTICLE VI

GUARANTEE OF RIGHTS

There shall be no discrimination against any faculty member or member of the professional staff or against any applicant for a faculty position or for a position on the professional staff on the grounds of race, creed, marital status, color, sex, religion, age, or national origin, as defined in the applicable Federal and State laws.

ARTICLE VII

SALARIES

1. Salary Minima for Period 1986-1989 - Full-time Faculty

Rank	Minimum 1986-1989
Professor	\$33,000
Associate Professor	27,000
Assistant Professor	22,000
Instructor	17,000

2. General Salary Increase - Full-time Members of the Bargaining Unit

All full-time members of the bargaining unit shall receive the following salary increases each academic year from the 1986-1987 through the 1988-1989 academic years.

a. \$815.00 plus

b. 1.5% of the 1985-1986 individual member's base salary (1.5% of 1986-1987 base salary, 1.5% of 1987-1988 base salary) plus

c. \$200.00 if bargaining unit member has completed three years of continuous full-time service, plus an additional \$200.00 if bargaining unit member has completed six (6) years of continuous full-time service, plus an additional \$200.00 if bargaining unit member has completed nine(9) years of continuous full-time service, plus an additional \$200.00 if bargaining unit member has completed twelve (12) years or more of continuous full-time service.

3. Salary Schedule for Part-time Faculty and Overload Rates for Full-Time Faculty and Professional Staff Teaching Courses, 1986-1989

a. Full-time and regular part-time faculty per hour as defined in Article IX, Section 1.b

Rank	Minimum Rates		
	1986-1987	1987-1988	1988-1989
Professor	33.50	34.50	35.50
Associate Professor	31.50	32.50	33.50
Assistant Professor	28.50	29.50	30.50
Instructor & Staff Specialist	25.50	26.50	27.50

b. Those full-time faculty members assigned duties in the Graduate School on an overload basis will receive an additional sum of \$2.00 per ELH above the undergraduate rates, with a minimum of \$1,500.00 per three (3) ELH course regardless of academic rank. Courses in excess of three (3) ELH will be compensated for on a pro rata basis. A three (3) ELH graduate course will consume two (2) to two and one-half (2-1/2) clock hours.

4. Those full-time faculty members assigned full-time duties in the Graduate School, shall have as their base load 12 ELH.

5. When a full-time faculty member teaches a combination of graduate and undergraduate courses including overload, the graduate course(s) shall be considered the overload for the purposes of salary compensation. A graduate course taught by an adjunctive faculty member shall have a \$1,350.00 minimum for a three (3) ELH course.

6. Hourly Rate Schedule for Regular Part-time Professional Staff and Overload for Full-time Professional Staff When Not Teaching

Rank	1986-1987	1987-1988	1988-1989
Equivalent Professor	\$16.75	\$17.25	\$17.75
Equiv. Assoc. Prof.	15.75	16.25	16.75
Equiv. Assist. Prof.	14.25	14.75	15.25
Equivalent Instructor	12.75	13.25	13.75

7. Promotional Increment

Any full-time faculty or professional staff member receiving a promotion shall receive an increment of \$2,000 in addition to any other increment provided herein.

8. Two Campus Teaching

Any faculty member teaching on two or more campuses on the same day, as part of the base load, shall receive \$30.00 for each such day in lieu of expenses.

9. Equity Fund

An equity fund of \$15,000 shall be provided in each year of this Agreement to correct inequities for long term members of the bargaining unit. The fund shall be allocated by the Council with the concurrence of the Academic Vice-President and the Provost. Due consideration shall be given for overall service to the College.

10. Research Fund

A research fund of \$22,000 shall be provided in each year of this Agreement. Such fund could include release time calculated at the adjunctive rate for replacement faculty. Research proposals shall be evaluated by and funds distributed by a committee comprising the Vice President for Research and Engineering (Chairman), the Senior Vice President for Academic Affairs, The Senior Vice President for Planning and Research, the Director of Grants, the two AAUP Chapter Presidents and one elected AAUP representative. Any person granted release time for research may not teach overload in that semester. Summer research shall be funded only by stipend. Unallocated funds in any one year shall carry over to the next year.

ARTICLE VIII FRINGE BENEFITS

1. Sick Leave

a. Full-time faculty and professional staff specialists shall earn one paid sick leave day for each month of employment.

b. Librarians and all other professional staff full-time members shall earn paid sick leave as follows:

(1) For the first three (3) months of employment, no sick leave shall be earned.

(2) For the fourth through the sixth month of employment, three (3) days of sick leave shall be earned at the rate of one (1) day per month.

(3) For the seventh through the twelfth month of employment, three (3) days of sick leave shall be earned at the rate of one (1) day for every two (2) months.

(4) For the thirteenth through the eighteenth month of employment, four (4) days of sick leave shall be earned at the rate of two (2) days for each three (3) months.

(5) For the nineteenth through the twenty-fourth month of employment, four (4) days of sick leave shall be earned at the rate of (2) days for each three (3) months.

(6) For the twenty-fifth month of employment and thereafter, sick leave shall be earned at the rate of one (1) day per month.

c. Employees who retire after twenty (20) years of continuous employment shall be entitled to receive one-half (1/2) of their accumulated sick leave, not to exceed forty-five days.

d. Paid sick leave shall be determined by the College by a review of affidavits submitted monthly by each member of the bargaining unit. Updated files will be maintained in both the Personnel office and the office of the Academic Vice President.

2. Emergency Leave

Two (2) days per year are granted for use in the case of unexpected emergency problems (e.g., deaths in the employee's family). Emergency leave may not be accumulated from year to year.

3. Maternity Leave

A request for an unpaid leave of absence by a permanent employee, to cover the time of pregnancy and

two (2) months thereafter, will be granted upon written notice. If the member fails to exercise her rights to reinstatement prior to expiration of the leave, it will constitute a voluntary resignation without cause.

4. Holidays

The following are paid holidays:

New Year's Eve	Labor Day
New Year's Day	Rosh Hashana*
Martin L. King's Birthday	Yom Kippur*
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Eve
	Christmas Day

*Provided these days occur during the regular work week.

5. Tuition Remission

a. All full-time members of the faculty and professional staff, their spouses, and/or dependent children shall be entitled to full tuition remission at NYIT, for regularly scheduled courses, exclusive of NYCOM, immediately upon employment.

b. Upon termination of employment, tuition remission shall be pro-rated accordingly, except as outlined in 5.c. below.

c. In addition to the existing tuition remission program, the children and spouses of deceased, retired, or totally disabled tenured faculty, or professional staff, shall be entitled to all tuition remission benefits available to the children and spouses of active full-time faculty.

d. Dependent children who receive full tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from these awards and/or scholarships inure to the benefit of the College. Applications are available in the Financial Aid Office.

6. Jury Duty

a. An individual who is summoned to jury duty shall notify his/her immediate supervisor immediately upon receipt of the notice to serve on a jury.

b. For a period not to exceed two (2) weeks of the term of jury duty, the Institute shall pay to the full-time member of the faculty or professional staff his/her usual compensation. All jury duty pay received by said member shall be paid over to the College's Accounting Department. During said two (2) week period, out-of-pocket expenses incurred while serving on jury duty will be reimbursed to the employee by the Accounting Department.

7. Military Service

a. A faculty or professional staff member called to military duty with a U.S Reserve or Guard component for a period not exceeding two weeks will be given necessary time off with pay. Clearance for such leave should be made through his/her immediate supervisor and the Academic Vice President where applicable.

b. Absence for military service should be indicated on the Faculty/Professional Staff Semimonthly Attendance Report.

c. All other leaves for military service shall be processed in accordance with the provisions of current applicable law.

8. Hospitalization

a. Full-time faculty and professional staff members are eligible to apply for membership in the College's Blue Cross/Blue Shield group plan, or transfer an existing policy. If an individual fails to join the College's plan within the first four months of employment, he/she will not be eligible to join until the next reopening date.

b. Monthly premiums in the first year of employment are paid by the faculty or professional staff member through regular payroll deductions. After completion of one year of service, the College will pay one-half of the premium due; after three years of employment, the College will pay the entire premium.

c. The College shall provide continued coverage for dependents between the ages of 19 and 23 who are full-time students.

d. The College extends group rates for Health Insurance Plan (HIP) coverage to those members who may already have such coverage or to those who wish to be covered by the plan.

e. The cost of HIP coverage is borne solely by the member. Only the Blue Cross portion (hospitalization) will have premiums paid by the College in accordance with the provisions of paragraph 8.b.

9. Major Medical Insurance

a. The major medical plan which is presently in effect with the TIAA shall be retained or replaced by a comparable program, except that the family annual deductible amount will be increased to \$300 as of January 1, 1987.

b. The College will provide for excess major medical family coverage which will provide 100% reimbursement for covered services up to a maximum of \$1 million per covered individual. This excess coverage will take effect after a \$15,000 level of services covered by the current plan's co-insurance has been reached.

c. Major medical insurance shall be continued for the members of the bargaining unit upon retirement provided (i) retired at age 55 or over and have served the College for a period of not less than ten (10) years at the time of retirement-or (ii) retired at age 60 or over and have served the College for a period of not less than five (5) years at the time of retirement; and (iii) immediately preceding such retirement was insured as an active employee under this policy.

10. Healthnet-Alternate Medical Insurance

The College offers Healthnet (an Independent Practice Association) as an alternate choice for health care. For more information about Healthnet please contact the Personnel Office.

11. Disability Insurance

Long term disability insurance benefits which are presently in effect shall be retained or replaced by a comparable program. This insurance shall go into effect the first of the month following one year after the date of employment.

12. Life Insurance

All full-time faculty and professional staff shall receive life and accidental death and dismemberment insurance through TIAA or an equivalent program. The cost of providing such insurance shall be borne by the College. The amount of this insurance shall be equal to twice the base salary of the member to a maximum of \$75,000 to age 60. The amount of insurance in effect at age 60 will then be reduced by eight (8) percent of the remaining amount per year, to a minimum of \$25,000. This insurance goes into effect the first of the month following the date of employment, unless the date of employment is the 1st, in which case it will become effective immediately.

13. Retirement Plan

a. The College offers participation in the TIAA/CREF programs.

b. Participation is excluded for the first year of employment but is optional after one year of service. If a new faculty or professional staff member is already a participant through another group, he/she may transfer to the College's plan immediately by notifying the Personnel Department of his/her intent and informing them of his/her particular TIAA/CREF certificate numbers.

c. Upon completion of one (1) year of continuous service at the College and upon reappointment to a second year and for each succeeding year until completion of five (5) years of continuous service, the College shall contribute 5% of the base salary of each member of the bargaining unit participating in the program to the TIAA/CREF retirement plan; 6% after five (5) years of service; 7% after six (6) years of service; 8% after seven (7) years of service; 9% after eight (8) years of service; 10% after nine (9) years of service.

d. Normal retirement age is age 70 except where otherwise mandated by law or approved by the Board.

e. The TIAA/CREF monthly retirement benefits will be augmented, as delineated by federal statutes, by monthly benefits from Social Security at the time of retirement.

serve for a least one year after the expiration of the term of the leave and his/her agreement to submit a written report of his/her activity upon return. The application if approved, shall be forwarded to the Academic Vice President, then to the Provost for their evaluation before being transmitted for final evaluation to the President and the Board. Denial of an application by the Board shall not be subject to the grievance and arbitration provisions of this Agreement.

c. The granting of sabbatical leave shall not in any sense be automatic, but the College will consider the advantage to the applicant as a scholar and teacher expected from such leave, and consequent advantage through his/her service to the College. The College shall notify the applicant and the Council of its reasons for denying any application for such leave.

d. No more than one sabbatical leave in a given discipline shall be granted simultaneously. No more than five sabbatical leaves in the College as a whole shall be granted in any one academic year.

e. Members on sabbatical leave may, at their option, continue to be covered under the College's health and welfare program. The cost of such coverage shall be borne by the College.

f. Members on sabbatical leave cannot accept assignments at other institutions. With the approval of the President, exceptions may be made in the case of assignments at foreign universities or other institutions offering unusual academic advantages or on an exchange basis.

g. Members whose applications for sabbatical leave have been approved will receive stipends not to exceed one-half (1/2) pay for the full contract year. A sabbatical leave is not deemed to be an interruption of otherwise consecutive service at the College.

20. Fringe Benefits

Those fringe benefits set forth in Section 8 of this Article which are provided only to full-time members of the faculty and professional staff shall be made available to Regular Part-time Members of the faculty and professional staff at the sole cost of the part-time member.

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ARTICLE IX
PARTICIPATION

1. It is agreed that the student's campus life is enriched by the presence on campus of professional persons to whom he/she can turn for motivation and guidance as well as instruction. It is further agreed that the optimal educational growth of students is promoted not only by exposure to improved instructional materials reflecting the most recent developments in educational technology, but also by personal contact with members of the faculty and staff. Additionally the interaction of faculty on campus creates a scholarly community with benefits to all constituencies of the College, most importantly, the student body itself. In order to accomplish these objectives, it is agreed that:

a. Availability: All members of the instructional staff will be available for academic assignments over a time period running from September 1st of the calendar year through commencement in the following calendar year, but no later than June 15th. Within that time period, instructional and/or research assignments, together with consultative office hours spread over a nine (9) month academic year, will be undertaken by the faculty on the basis of not less than four (4) days during any week. Recognizing the need of wide segments of our faculty for professional growth, development, and research activities, a faculty member may present an application for a reasonable period of release from the four-day stipulation to the President, via the existing academic chain of command, documenting the significance of the project or work, its relevance to the College's programs, etc. The President's judgment in these matters shall be final and binding and shall not be subject to arbitration.

b. Teaching Load: To moderate the increasing costs of instruction, to provide for the student body higher education which meets established standards of quality, and to insure the economic viability of the College, it is agreed that the faculty will cooperate with the administration in planning, developing, and implementing procedures which are intended to result in student achievement of high quality as evaluated by performance criteria in concert by the faculty and the administration and approved by the President and the Board. As an example, and and without limitation, consideration could include curricular revisions, the more liberal use of independent or quasi-independent study techniques, the utilization of various technologies applied to educational interdisciplinary combinations,

large lecture-seminar section combinations, videotape teaching, CAI, open laboratories, mini-semester, flexible calendar year, area courses, and the like consistent with the determinations of the Board to promote the growth, welfare, and development of the College.

Recognizing that faculty responsibilities include classroom teaching, classroom preparation, counseling, departmental and college committee activities, curriculum revision, innovative educational systems and techniques, et alia, the listed teaching load guidelines will be followed during the term of this agreement:

Faculty Rank	Equivalent Lecture Hours per Semester (ELH)
Professor	12
Associate Professor	13
Assistant Professor	14
Instructor	15
Professional Staff Specialists	Hours per week per semester
Developmental Specialists	15
Laboratory & Studio Specialists	21

For the purpose of definition of ELH, a design, laboratory, or workshop hour, accruing one (1) credit for three (3) hours' duration, as defined by the current College Bulletin, shall be treated as the equivalent of 2/3 a lecture hour for each hour of instruction. Thus, a three (3) hour laboratory assignment bearing one (1) credit will have the weight of 2 ELH. Where a laboratory, design, or workshop hour accrues more than one (1) credit for three (3) hours' duration, the ELH equivalency will be adjusted upward accordingly.

Faculty members without the specified teaching load for their rank in a particular semester shall make up such ELH deficiencies during the following semester. Should this result in an ELH assignment in excess of their teaching load for the semester, the difference shall be construed as an overload assignment for which the faculty member will be compensated at the rate prescribed by this Agreement.

For those educational programs which largely involve supervision of small groups, usually less than five (5) students, and involving the use of independent study techniques and materials, if available, a stipend

of one-half of the tuition paid by each student may be earned on an overload basis. Clusters comprising several such courses involving small sections will be encouraged. The decision to run such small-group sections on a quasi-independent-study basis shall be made by the Provost in consultation with the Academic Vice President upon recommendation by the appropriate academic department.

Full-time faculty members may not teach more than two (2) courses (normally not more than seven (7) credits) on an overload basis each semester except with the approval of the Academic Vice President, including courses taught at any branch of the College, or at any other college, with the proviso that faculty with administrative responsibility will not teach on an overload basis during the day session.

Overload shall be assigned to the most senior qualified faculty member requesting such overload, provided that no faculty member shall be assigned two overload courses until all faculty members in the discipline who wish to teach overload have been assigned to teach one overload course. Seniority shall mean the number of years of service as a full-time faculty member at the College.

Adjunctive faculty members may not be assigned teaching load in excess of ten (10) hours each semester except under emergency situations with the approval of the Dean and the Academic Vice President.

c. Non-classroom Hours: In addition to the foregoing classroom hours, the full-time faculty will maintain four (4) office hours per week for consultation with students and such additional hours for registration, committee and curriculum development activities as are necessary.

d. Senior members of the administration, including Deans or Directors, may be assigned reasonable teaching and/or research responsibilities during the school year.

e. The President of each AAUP Chapter (Metropolitan and Old Westbury) will be relieved of three (3) ELH per semester from his/her normal teaching schedule.

f. All faculty and professional staff are expected to participate in institutional activities, such as commencement, convocations, special ceremonies, at alia.

2. Professional Staff

The work schedule for the Professional Staff shall be as follows:

a. In the office of Records and Admissions: thirty-five (35) hours per week, eleven (11) months per year.

b. In the Library Department: thirty-five (35) hours per week for an eleven month year. Those library staff who were employed before September 1, 1986 may choose to work ten (10) months a year or change to eleven (11) months with a salary increase of 10%.

c. In the Office of Student Services: thirty-five (35) hours per week, starting September 1, of one calendar year, through commencement in the following year, but no later than June 15 of such year. Those staff hired before September 1, 1986 may elect to work an eleven month year with a salary increase of 10%. The Student Services staff agrees to provide reduced coverage during holiday and vacation periods.

d. A vacation month shall be interpreted to mean twenty-two (22) working days.

ARTICLE X

CORRELATION OF PROFESSIONAL STAFF JOB CLASSIFICATION WITH EQUIVALENT FACULTY RANKS

The following represents the equivalent faculty ranks for the job classifications for those members of the bargaining unit holding professional staff rank:

1. Office of Student Services, and Office of Records and Admissions

Professional Rank	Equivalent Faculty Rank
Counselor I	Instructor
Counselor II	Assistant Professor
Counselor III	Associate Professor
Counselor IV	Professor

2. Library Department

Professional Rank

Librarian I
 Librarian II
 Librarian III
 Librarian IV

Equivalent Faculty Rank

Instructor
 Assistant Professor
 Associate Professor
 Professor

ARTICLE XI

ACADEMIC CRITERIA FOR APPOINTMENT AND PROMOTION

Each academic school and professional staff department shall have a personnel committee (hereinafter SPC or PEC) selected in accordance with the procedures given in Article XII.

1. The SPC shall observe in its deliberations the following minimum criteria for new undergraduate faculty appointments and for promotions:

A. Instructor (or Adjunct Instructor)

The rank of instructor is provisional.

Qualifications:

(1) Individuals shall be selected on the basis of their potential as scholars and teachers.

(2) They shall hold a masters degree or its equivalent, except in special cases, together with additional indications of scholarly and teaching ability sufficient to give high promise that the candidate may subsequently achieve the qualifications required for promotion to a professorial rank and subsequent tenure.

B. Assistant Professor (or Adjunct Assistant Professor)

Qualifications:

(1) All of those for the instructor plus an earned doctorate, or in circumstances in which the doctorate is not the usual degree, an alternative to the doctorate, as follows:

(a) In architecture, first professional degree, plus the R.A. or the P.E.

(b) In engineering, the master's, plus the P.E.

(c) In technology, the master's degree.

(d) In business, the master's plus the C.P.A., or the LL.B. (JD).

(e) In communication arts, the M.S. plus eight (8) years of full-time or equivalent full-time relevant professional or teaching experience.

(f) In life science, the M.S. plus state certification in a specialty.

(g) In fine arts:

(i) Studio: M.F.A. plus relevant experience and shows.

(ii) Art History: M.A. plus three years of relevant teaching experience.

(iii) Applied art: B.A. or the B.F.A., plus five (5) years of relevant professional or teaching experience.

C. Associate Professor (or Adjunct Associate Professor)

Qualifications:

(1) The criteria for appointment to assistant professor (or adjunct assistant professor), plus-

(2) Four (4) years of relevant teaching experience in the academic rank of assistant professor, or, if the appointment is in the rank of adjunct associate professor, four (4) years of relevant teaching experience in the academic rank of assistant professor, or six (6) years of relevant teaching experience in an equivalent part-time academic rank, plus-

(3) Superior teaching performance and demonstrated academic and professional achievement

D. Professor (or Adjunct Professor)

Qualifications:

(1) The criteria for appointment to associate professor (or adjunct associate professor), plus-

(a) In technology, the master's plus the P.E.

(2) A minimum of five (5) years of relevant teaching experience in the academic rank of associate professor, or, if the appointment is in the academic rank of adjunct professor, a minimum of five (5) years of relevant teaching experience in the academic rank of associate professor or a minimum of eight (8) years of relevant teaching experience in an equivalent part-time academic rank.

(3) Outstanding teaching performance, and evidence of substantial academic and intellectual development recognized both on campus and by the outside community of academia, industry, government agencies, and professional societies.

2. The Library PEC shall observe in its deliberations the following minimum criteria for professional staff appointments in the library:

A. Librarian I (equivalent to Instructor)

Qualifications:

(1) Requires the M.L.S. degree or master's degree and specialized experience in a particular academic discipline deemed to be the equivalent of the M.L.S. degree.

(2) The same criteria shall apply for the rank of adjunct Librarian I.

B. Librarian II (equivalent to Assistant Professor)

Qualifications:

(1) The requirements of the rank of Librarian I, plus-

(2) Three (3) years of relevant experience in a similar rank at an accredited college, or-

(3) Demonstrated relevant education and/or professional training beyond the master's degree, preferably in an academic area of specialization.

(4) The same criteria in general shall apply for the rank of an adjunct Librarian II.

C. Librarian III (equivalent to Associate Professor).

Qualifications:

(1) The requirements for the rank of Librarian II, plus-

(2) Four (4) years of relevant experience in a similar rank at an accredited college, plus-

(3) Demonstrated professional growth relevant to the responsibilities of this rank.

(4) The same criteria in general shall apply for the rank of an adjunct Librarian III.

D. Librarian IV (equivalent to Professor).

Qualifications:

(1) The requirements for the rank of Librarian III, plus-

(2) Five (5) years of relevant experience in a similar rank at an accredited college, plus-

(3) An appropriate doctorate or such outstanding professional achievement, publication, and experience that is deemed to be the academic equivalent of the doctorate.

(4) The same criteria in general shall apply for the rank of an adjunct Librarian IV.

3. The Student Services, and Records and Admissions PECs shall observe in their deliberations the following minimum criteria for professional staff appointments.

A. Counselor I (equivalent to Instructor)

Qualifications:

(1) The master's degree in the pertinent academic field or other relevant professional degree and experience that is deemed to be the equivalent of the master's degree.

(2) The same criteria, in general, shall apply for the rank of adjunct Counselor I.

B. Counselor II (equivalent to Assistant Professor).

Qualifications:

(1) The requirements for the rank of Counselor I, plus-

(2) Three (3) years of relevant experience at an equivalent rank at an accredited college.

(3) The same criteria, in general, shall apply for the rank of the adjunct Counselor II.

C. Counselor III (equivalent to Associate Professor).

Qualifications:

(1) The requirements for the rank of Counselor II, plus-

(2) Four (4) years of relevant experience at an equivalent rank at an accredited college, plus-

(3) Demonstrated relevant education and/or professional training beyond the master's degree preferably in an academic area related to the duties of the professional staff member.

(4) The same criteria in general shall apply for the rank of the adjunct Counselor III.

D. Counselor IV (equivalent to Professor)

Qualifications:

(1) The requirements for the rank of Counselor III, plus-

(2) Five (5) years of relevant experience at an equivalent rank at an accredited college, plus-

(3) An appropriate doctorate or substantial academic and intellectual development recognized both on campus and by the outside world of academia, industry, governmental agencies, and professional societies.

(4) The same criteria in general shall apply for the rank of adjunct Counselor IV.

ARTICLE XII

PROCEDURES FOR APPOINTMENT,
REAPPOINTMENT AND PROMOTION

1. School Personnel Committees (SPC)

a. There will be a separate SPC for each campus by school, consisting of four tenured faculty, three (3) elected and one appointed by the Dean. When there is more than one (1) major discipline, each discipline will elect at least one representative. A list of major disciplines is annexed to this contract and incorporated herein. Each SPC will be convened and chaired by the Dean who will have voice without vote. At their option, the individual campus SPCs may meet as a joint body. In the absence of sufficient tenured faculty the most senior non-tenured members may fill out the roster. Faculty on terminal appointments may not serve on, nor vote for the SPC. SPC members submitting matters for action shall not participate regarding their request, or requests of their peers for the same action. An alternate shall be elected for each ineligible member.

b. A school may establish an ad hoc discipline personnel committee (DPC) for the purposes of:

- (1) Search for and evaluation of candidates for appointment.
- (2) Initial review of candidate for retention, promotion and tenure.

The recommendation of the DPC shall be made to the appropriate SPC.

c. Each SPC representative and alternate will be elected on the date of the Fall convocation to serve a one-year term. Any vacancy shall be filled within fifteen (15) days in the manner of the original selection.

2. Personnel Evaluation Committees (PEC)

a. There will be a separate PEC for each campus for Student Services, Libraries, and Admissions.

b. The Campus Library PEC will consist of three (3) elected members and one (1) member appointed by the Director. Qualification for election or appointment is a minimum of five (5) years of continuous service at the College. If fewer than four (4) individuals meet

the criteria for service, the four (4) eligible individuals with greatest seniority shall serve. The Library PEC will be convened and chaired by the Director with voice without vote.

c. The Campus Student Services and Admissions PECs will each consist of three (3) elected members and one (1) member appointed by the appropriate Vice President or Director. Qualification for election or appointment is a minimum of five (5) years of continuous service at the College. If fewer than four (4) individuals meet the criteria for service, the four (4) eligible individuals with greatest seniority shall serve. The Student Services and Admissions PECs shall be convened and chaired by the appropriate Vice President or Director with voice without vote.

d. Each PEC representative and alternate will be elected on the date of the Fall convocation to serve a one year term. Any vacancy will be filled within fifteen (15) days in the manner of the original selection.

1. Procedures for SPC and PEC Operation

a. The SPCs shall evaluate all non-tenured faculty and specialists for retention, promotion and tenure, as applicable, and shall evaluate all tenured faculty who request consideration for promotion.

b. The PECs shall evaluate all professional staff for retention and promotion.

c. The campus SPCs shall meet as a coordinated college-wide unit with the appropriate Dean (with vote) to prepare a unified report in which there is a single ranking of candidates for promotion and/or tenure. The ranking shall be accomplished by comparing each of the top-ranked candidates against each other and repeating this process until all recommended individuals have been ranked into a unified list.

d. The campus Library PECs shall meet as a coordinated college-wide unit with the Director (with vote) to prepare a unified report in which there is a single ranking of candidates for promotion. The unified ranking shall be performed by the same method used by the SPCs.

e. Each Campus Student Services and Admissions PEC shall meet separately with the appropriate Vice President or Director (with voice without vote) to recommend no more than one person for promotion.

f. SPC and PEC members submitting their own matters for action shall not participate regarding their request, or requests of their peers for the same action. An alternate shall be elected for each ineligible member.

g. The SPCs, Library PEC, Deans and Directors shall make recommendations to the Academic Vice President for all members in the third or later years of service at the College by March 31; for all members in the second year by the end of the first full week in November; and for all members in the first year by January 31. The opinions of the deans and directors shall bear heavy weight in the final judgements.

h. The Academic Vice President shall make his recommendation to the President within ten(10) working days of receipt of the SPC or Library PEC and Deans' or Directors' recommendations. The President shall make his recommendations to the Board at its June meeting.

i. The Student Services and Admissions PECs, Directors and Vice Presidents shall make recommendations to the President by March 31. The President shall make his recommendations to the Board at its June meeting.

j. All evaluations shall be based upon written records provided by the candidates and verified by the SPC/PEC. The committees may solicit recommendations from outside the School or College. It is important for them to recognize that their principal purpose is to maintain academic quality control as well as to certify the compatibility of the candidates with the NYIT community.

k. Notification of all recommendations of SPCs, PECs, Deans, Directors and Vice Presidents shall be sent to the affected member at the time of their transmittal. Members who are denied tenure, promotion or retention shall be notified in writing, at their written request, of the reason(s) for the denial by the Vice-President of Academic Affairs or the Senior Vice-President for Student Services, within fourteen (14) days of the written request.

l. The decision made at the end of these proceedings shall be transmitted to the applicant within twenty (20) days after such decision is determined. A member who is denied promotion and/or tenure shall be informed in writing which specific area(s) need improvement for favorable future consideration by the dean, director, or appropriate vice-president. A member of the bargaining unit shall

have the right to see relevant material pertaining to the various proceedings in connection with reappointment and/or tenure and/or promotion on his/her behalf.

m. Recommendations by the SPC/PEC for appointment, promotion, termination, or tenure shall be accompanied by written record of unsatisfactory, satisfactory, or superior performance in at least the following areas and an overall rating of the individual:

- (1) Classroom teaching
- (2) Student advisement
- (3) Service to the NYIT community
- (4) Research activities
- (5) Papers and publications
- (6) Demonstration of professional competence appropriate to a discipline
- (7) Curriculum and program development
- (8) Student recruitment and retention
- (9) Application of technology to education

It is recognized that an individual may not demonstrate equal performance in all of these areas and all of these areas may not be appropriate for all members.

n. The foregoing provisions relating to new appointments as well as provisions relating to promotion, reappointment, and tenure, shall be exercised by the SPC/PEC in accordance with the provisions of the affirmative action program relating to discrimination in employment.

o. In accordance with the College's traditional commitment to educational technology, a strong, positive weighting will be added to the evaluation of faculty members who have made significant contributions to communications technology in the area of collegiate instruction, research and community service.

p. Wherever feasible, the appointment, reappointment, and promotion recommendations for adjunctive faculty will be evaluated by the appropriate SPC/PEC in accordance with the above criteria.

q. An appeals committee made up of the two (2) AAUP Chapter Presidents, the Provost, and the Academic Vice President will consider those appeals of faculty who feel they were either denied due process during evaluation by the pertinent SPC/PEC or can establish the existence of prejudice or error in the record. The appeals committee can order the SPC/PEC in question to reconvene and reevaluate the candidate.

r. In all matters mentioned above, the decision of the Board shall be final and binding and shall not be subject to arbitration.

4. Non-reappointment of Faculty

a. If a faculty member in his/her first academic year of service is not to be reappointed, he/she shall be given notice of non-reappointment by March 1st. If a faculty member in his/her second academic year of service is not to be reappointed, he/she shall be given notice of non-reappointment by December 15th. If a nontenured faculty member in his/her third or subsequent academic year of service is not to be reappointed, he/she shall be given at least one (1) academic year's notice.

b. In the event of the non-reappointment of any nontenured faculty member, such a member might be assigned during the period of notice to academic duties elsewhere in the College and during such a period of notice would receive his/her regular salary rather than the adjunctive rates. After the period of notice, the faculty member may be given access, on an ad hoc basis and provided he or she has qualifications for the position, to a position available elsewhere in the College to be paid at the applicable rate.

5. Terms of Appointment of Professional Staff and Professional Staff Specialists

a. All members of the professional staff shall be hired on the basis of term appointments as follows:

(1) The First Year's contract will be for one year only.

(2) The Second Year's contract will be for one year only.

(3) The Third Year's contract, and all subsequent contracts, if offered, will be for two years only.

b. Term Contracts

Regular full-time members of the academic-ranked professional staff and specialists shall be granted either one (1) or two (2) year term contracts in accordance with the schedule presented above. If subsequent contracts are not to be renewed by SPC/PEC recommendations, the individuals having one (1) year

term contracts will be given notice by March 1st and the individuals having two (2) year term contracts will be given at least one (1) full academic year's notice.

6. Documents Received Upon Appointment

Upon appointment, each member of the bargaining unit shall receive a written copy of the terms of the appointment, including a statement of academic rank, salary, the designation of campus or campuses to which the member is assigned, a copy of the constitution of the Academic Senate, and a copy of this Agreement. The College's By-laws and the then current Administrative Handbook shall be made available in the office of the Dean or Director. The member shall receive a written copy of any subsequent modification of the terms of the appointment.

ARTICLE XIII

ACADEMIC FREEDOM AND TENURE

1. Academic Freedom

a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the College.

b. The teacher is entitled to freedom in the classroom in discussing his subject, but should be careful not to introduce into the teaching, controversial matter which has no relation to the subject being taught.

c. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but the special position in the community imposes special obligations. As a person of learning and an educational officer, it should be remembered that the public may judge the profession and the institution by these utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesman.

2. Tenure

a. A regular full-time member of the instructional and research faculty, holding the rank of Assistant Professor, Associate Professor, or Professor is eligible for tenure after completing six (6) years of full-time teaching in higher education, which shall include at least three years of full-time teaching at the College. Credit for prior full-time teaching at another institution of higher education may be declared at a faculty member's option at the time of initial appointment to the College.

b. Such a regular full-time member of the instructional and research faculty, upon reappointment to a seventh year of service at the College as defined above, shall (except as set forth in Section 3 of this Article) have his/her appointment designated as:

- (1) with tenure
- (2) terminal

c. Tenure appointments may not be granted by default, but rather must result from due process following the procedures for tenure specified below. A tenure decision requires the positive action of the Board of Trustees.

d. Terminal appointments in essence provide faculty or staff with a minimum of one (1) year's notice to make provision for relocation.

e. In cases of special merit, the Board may grant tenure to a faculty member who has served less than the time period specified in Section 2.a. of this Article if tenure is recommended by the SPC and the President.

f. It is recognized that from time to time the growth and development of the College may require the addition to the faculty of scholars and researchers of great distinction. Accordingly, the President may, with the approval of the Board, recruit, select, appoint, reappoint, or promote faculty members with or without the granting of tenure, the number of appointments with tenure not to exceed one (1) per semester.

g. The decision of the Board on all matters of tenure and terminal contracts shall be final and binding and shall not be subject to arbitration.

h. A tenured faculty member shall have continuous reappointment unless he or she resigns or retires, is dismissed pursuant to the provisions of the Constitution of the Academic Senate, or is terminated pursuant to Article XIV of this Agreement.

i. Regular part-time members of the instructional and research faculty shall not be eligible for tenure.

j. The procedures for tenure shall parallel those for reappointment and promotion via the SPC rules pursuant to Article XII of this Agreement.

3. Transition Procedures.

a. All faculty employed as of August 31, 1986 who are currently not tenured, and who are eligible for tenure, can have their probationary period or term contract extended through August 31, 1991, unless they are recommended by their SPC and Administration for earlier termination. Those faculty members who receive terminal notices in 1987 will be given two (2) year terminal appointments. In subsequent years, those who receive terminal notice will be given the traditional one (1) year terminal appointments.

b. Faculty hired as of September 1, 1986 will have the option of claiming credit for prior full-time teaching experience. Each person in this category will be subject to the usual annual review. At the end of the sixth (6th) year, if not granted tenure, these faculty will receive the traditional one (1) year terminal appointment.

c. During the next six (6) years, a minimum of fifty (50) faculty members will be tenured. In addition, a replacement tenure will be granted for each tenured faculty member who leaves the college. All of these tenures will be granted to the faculty specified in paragraph 3.a.

d. Notwithstanding any other provision, herein, if in any year, beginning in September 1987, the number of FTE (Full-Time Equivalent) students drops by 1% or more, compared to the previous year, there will be a reduction of one (1) tenure award (from the pool of 50) for every 4% reduction in enrollment. If in any subsequent year enrollment increases by 4% or more, the reduction in tenure awards will be restored at the rate of one (1) tenure award for every 4% increase. The number of FTEs will be determined by the annual HEGIS reports submitted to the State Education Department.

e. Some faculty not eligible for tenure because they do not have the doctorate or equivalent, and who serve as laboratory or studio specialists and developmental specialists, will have their status evaluated by the pertinent SPC and have the recommendation forwarded through the Academic Vice President for reappointment as professional staff specialists. These individuals will receive term contracts similar to other professional staff members.

f. The decisions of the Board shall be final and binding and not be subject to arbitration.

ARTICLE XIV

REDUCTION IN FORCE

1. A member of the bargaining unit may be terminated because of the elimination, reorganization, or curtailment of courses of instruction or services in his school or office.

2. An initial decision that a reduction in the number of members of the bargaining unit for any of the reasons stated in Section 1 of this Article shall be given to the Academic Senate for its advice on how to facilitate such reduction. After review of the Senate's recommendations and statement of reasons, the President shall make his final decision. The President shall inform the Senate of his final decision in writing. The decision of the President shall be final and binding subject to the provisions of Article XVII.

3. A final decision that a reduction in the number of faculty members is required shall be made in sufficient time for a faculty member who is to be terminated for the reasons stated in Section 1 of this Article to receive notice of non-reappointment in accordance with Article XII of this Agreement. A faculty member in his/her third or subsequent year of teaching at the College, who is to be terminated for the reasons stated in Section 1 of this Article, shall be granted a one (1) year terminal appointment by the College. The preceding two sentences are subject to the provision that the termination is not required because of bona fide financial exigency, a natural catastrophe, or an act of God.

4. Professional staff members subject to termination for the reasons stated in Section 1 of this Article who are working under a one (1) year contract shall be given at least thirty (30) days' notice, and those with a two (2) year contract at least sixty (60) days' notice.

5. Where a faculty member, tenured or not tenured, is terminated because of bona-fide financial exigency, serious consideration shall be given, by the college, to the granting of one year's notice.

6. In some cases, an arrangement for the early retirement of a tenured faculty member may prove to be desirable if the faculty member is agreeable to it.

7. In the case of a termination of a faculty member pursuant to Section 1 of this Article, retention priorities shall be in the following order:

a. Qualified tenured faculty in the order of seniority by date of tenure.

b. Qualified nontenured, full-time faculty in the order of seniority by date of initial appointment.

c. Qualified regular part-time faculty in the order of seniority by date of initial appointment.

Determination of qualified faculty within a particular subject matter shall be made by the SPC in that subject area in conference with the Academic Vice President.

8. In the case of a termination of a member of the professional staff pursuant to Section 1 of this Article, the termination shall be on an office or department basis (i.e., Library Department, or Office of Student Services), in the order delineated in Parts b. and c. of Section 7 of this Article.

9. Members of the bargaining unit terminated pursuant to Section 1 of this Article shall be entitled to recall in inverse order, that is, the last qualified member terminated shall be the first recalled.

ARTICLE XV

ACADEMIC SENATE

The Academic Senate's composition and scope of activities are spelled out in its Constitution. However, in the event of inconsistencies between this agreement and the Senate Constitution, this agreement shall have precedence.

ARTICLE XVI

ACADEMIC ORGANIZATION

1. The College functions through a discrete number of Schools. The mission of each School is threefold: instruction, research, and community service.

2. Each School is headed by a Dean reporting to the Academic Vice President. As per Article II of this document, Deans are excluded from membership in the bargaining unit.

3. A Dean may appoint a number of Chairs and Coordinators to assist in the administration of a specific School. Such Chairs and Coordinators may be drawn from the membership of the collective bargaining unit. In such instances, the faculty member so selected will continue to teach the number of ELH prescribed for his/her rank by Article IX, Section 1, paragraph (b) of this document. Such Chairs and Coordinators will be given a separate appointment letter spelling out in detail his/her administrative duties, as well as the estimated effort hours and the concomitant stipend. This stipend will be predicated on an hourly rate equal to one-half the adjunctive teaching rate per ELH for appropriate faculty rank as indicated in Article VII, Section 3 of this document. The specific number of hours for the workload of a Chair or Coordinator may vary from School to School depending upon the needs of a particular School. Summer work, if not included in the administrative appointment, and if agreed to by the Dean and Chair or Coordinator, will accrue compensation at the same rate. The Council recognizes that it is a prerogative of the administration to establish administrative titles.

4. Some Schools may include several academic disciplines within their jurisdiction. In order to preserve the governance structure spelled out in this document, for the purposes of SPC selection and procedures, members of a specific academic discipline formerly represented as an academic department will continue to be identified even if structurally coming from more than a single School. These disciplines are:

SCHOOL	NO. OF ELECTED CPC MEMBERS	PER DISCIPLINE GROUP OW/CI	METRO
ARCHITECTURE	3	ARCH	ARCH
MANAGEMENT & ECONOMICS	1 1 1	MGMT/MAR/LABOR ECON/FIN/QUANT LAW/ACCT/HIS	MGMT/MAR/LABOR ECON/FIN/QUANT LAW/ACCT/HIS
ENG'G & TECH'Y	1 1 1	ME & IE CS & EE ET & MT	ME & IE CS & EE ET & MT
HUMANITIES	1 1 1	ENGLISH SOCIAL SCI. BEHAVIORAL SCI.	ENGLISH SOCIAL SCI. BEHAVIORAL SCI.
MEDIA & ARTS	1 1 1	FINE ARTS COMMUNICATION T & L/EDUC.	FINE ARTS COMMUNICATION T & L/EDUC.
NATURAL SCIENCE	1 1 1	MATH PHYSICS LIFE SCIENCES	MATH PHYSICS LIFE SCIENCES
HOTEL REST/CUL>	3	HOTEL MGMT.	-----

The above listing does not affect the number of faculty representatives in the Academic Senate

ARTICLE XVII

GRIEVANCE AND ARBITRATION PROCEDURES

1. Intent

The Council and the College agree that they will use their best efforts to encourage the prompt settlement of complaints and grievances which may arise between members of the bargaining unit and/or the Council and the College.

2. Definitions

a. A complaint is an informal claim by a member or members of the bargaining unit of improper, arbitrary, or discriminatory treatment by the College. Complaints shall be disposed of through the informal procedures provided in Part 3 of this Article.

b. A grievance is any dispute between a member or members of the bargaining unit or the Council and the College involving the application and/or interpretation of the specific terms of this Agreement.

c. Arbitration is the proceeding before the American Arbitration Association provided for in Part 5 of this Article.

3. Informal Procedures for the Resolution of Complaints and Grievances - Step 1

A member of the bargaining unit who believes that he/she has a complaint under this Agreement shall discuss the matter promptly with a President of the AAUP Chapter who will attempt to resolve the matter informally with relevant College representatives. Should the matter not be quickly and satisfactorily resolved after such discussion, the Chapter may file a grievance in Step 2.

4. Internal Procedures for the Resolution of Grievances - Step 2

a. A grievance, other than a grievance referred to in Part 3, Section b. of this Article, shall be filed no later than thirty (30) calendar days after it was found to exist or reasonably should have been found to exist or in cases where informal resolution is sought pursuant to Part 3 of this Article, no later than thirty (30) calendar days after the grievance was presented as described in Step 1, or it may be considered waived.

b. A grievance shall be filed in writing and shall state the reasons for the grievance in detail and the remedy sought.

c. If the grievant is a member(s) of the bargaining unit, or the Council the grievance shall be filed with the College. If the grievant is the College, the grievance shall be filed with the Council.

d. Within fifteen (15) calendar days of receipt of a grievance, there shall be a conference between the President or his designee, a representative of the Council, and the grievant, if the grievant is not the College or the Council.

e. Within fifteen (15) calendar days after this conference, the party with whom the grievance is filed shall issue a decision, with reasons in writing, to the grievant with a copy to the Council, if the grievant is not the College or the Council.

5. Arbitration - Step 3

a. If the grievance has not been settled at Step 2, the Council or the College, may notice the grievance for arbitration before the American Arbitration Association (hereinafter referred to in this article as the

"Association") within ten (10) calendar days of receipt of the decision at Step 2 or the appeal.

b. A grievance concerning a decision of the Board with reference to faculty retrenchment, dismissal and other discipline may be noticed before the Association immediately on receipt of the Board's decision. The only issue submitted to the arbitrator shall be the question as to whether the decision of the Board was arbitrary or capricious.

c. The party seeking arbitration shall request the Association to submit a panel of arbitrators for selection by the parties, and the arbitration shall be conducted in accordance with the rules of the Association.

d. In no event shall the arbitrator have the authority to add to, subtract from, modify, or amend the terms of this Agreement.

e. Only one (1) grievance shall be submitted to one (1) arbitrator for determination.

f. The decision of the arbitrator shall be final and binding subject to appeal by either party to the applicable court.

g. All necessary expenses of arbitration except counsels' fees shall be borne equally by the parties.

ARTICLE XVIII

WORK OR BUSINESS INTERRUPTION

1. The Council and the College subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the College's program. The Council, therefore, agrees that during the term of this Agreement, it shall not instigate, engage in, support, encourage or condone any strike, work stoppage, or other concerted refusal to perform work related to the reopener provision of Article XXII, herein.

2. The College agrees that during the term of this Agreement, it shall not lock out any or all of the bargaining unit members covered by this Agreement.

ARTICLE XIX

EXCHANGE OF INFORMATION

1. The College and the Council agree to consider and to answer requests for information properly submitted by one to the other. This does not obligate either the College or the Council to provide the requested information. A request for information submitted in writing shall be answered in writing.

2. The College shall provide the Council with notice of all persons employed in the bargaining unit after September 1, 1985, within thirty (30) calendar days of the date of execution of this Agreement or within thirty (30) calendar days of the date of employment, whichever is later, and notice of all changes in faculty and academic staff status within (60) calendar days of the date of the change.

3. All written communications from the College to the Council shall be sent to the Presidents of the Chapters. All written communications from the Council and/or the Chapters to the College shall be sent to the President.

ARTICLE XX

FACULTY RESIGNATIONS

1. A faculty member may terminate his/her appointment or reappointment effective the end of the academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than May 15th or thirty (30) days after receiving notification of the terms of his/her reappointment for the coming academic year, whichever occurs later.

2. A faculty member may properly request a waiver of notice required as stated in Section 1 of this Article in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity. In these circumstances, a request for waiver may be granted.

3. In the event that a faculty member fails to fulfill his/her employment agreement during a teaching semester he/she will be considered as an adjunct teacher from the beginning of the semester in which this occurs as far as payroll is concerned and his/her salary shall be adjusted accordingly.

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ARTICLE XXI
SEPARABILITY

1. In the event any provision of this Agreement, in whole or in part, is declared illegal, void, or invalid by any court of competent jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Reversal of court decision shall restore any item(s) deleted by lower court decision.

2. The signing of this agreement does not waive any of the legal rights granted the College and the Council under county, state and federal laws.

ARTICLE XXII
DURATION OF AGREEMENT

This Agreement shall be effective September 1, 1986, in all its terms and conditions and shall continue in full force and effect until August 31, 1992, and shall be automatically renewed thereafter for further periods of one year unless either party notifies the other, in writing, by certified mail at least sixty (60) days prior to the expiration of this Agreement or any subsequent annual anniversary date, of its desire to make changes herein or to terminate the Agreement; provided, however, that this agreement shall reopen and the provisions of Article VII and VIII shall be subject to renegotiation as of August 31, 1989.

COUNCIL OF METROPOLITAN AND
OLD WESTBURY (INCLUDING CENTRAL
ISLIP) CHAPTERS OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS

NEW YORK INSTITUTE OF
TECHNOLOGY

BY: Bernard Kleimer
BY: Libby Herman

BY: David S. Hatten